



भारत का राजपत्र The Gazette of India

प्राधिकार से प्रकाशित
PUBLISHED BY AUTHORITY

सं० 26]

नई दिल्ली, शनिवार, जुलाई 1, 1995 (आश्व 10, 1917)

No. 26]

NEW DELHI, SATURDAY, JULY 1, 1995 (ASAD 1A 10, 1917)

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके ।

(Separate paging is given to this Part in order that it may be filed as a separate compilation)

भाग IV [PART IV]

गैर-सरकारी व्यक्तियों और गैर-सरकारी संस्थाओं के विज्ञापन और सूचनाएं
[Advertisements and Notices Issued by Private Individuals and Private Bodies.]

नाम परिवर्तन

मैं अब तक शंकर प्रसाद के नाम से ज्ञात, सुपुत्र श्री रामप्यार, कार्यालय-गोरखपुर क्षेत्रीय ग्रामीण बैंक शाखा-बृजमनगंज में क्षेत्रीय अधिकारी पद पर कार्यरत निवासी ग्राम व पो. गांगी बाजार टोला भेंड़िया, जिला महाराजगंज ने अपना नाम बदल लिया है और इसके पश्चात् मेरा नाम शंकर प्रसाद बनकर बर्तनी होगा ।

प्रमाणित किया जाता है कि मैंने इस बारे में अन्य कानूनी शर्तों को पूरा कर लिया है ।

शंकर प्रसाद
हस्ताक्षर वर्तमान पुराने नाम के अनुसार

मैं अब तक डा. कामता राम के नाम से ज्ञात, सुपुत्र श्री बल्ली कार्यालय अति. प्रा. स्वा. केन्द्र रोहिन्दा, जैनपुर में चिकित्सा अधिकारी के पद पर कार्यरत निवासी गा. व पो. सोना, तहसील सैदपुर, जिला गाजीपुर ने अपना नाम बदल लिया है और इसके पश्चात् मेरा नाम डा. कामता प्रियवर्षी बौद्ध होगा ।

1-140 GI/95

प्रमाणित किया जाता है कि मैंने इस बारे में अन्य कानूनी शर्तों को पूरा कर लिया है ।

डा. कामता राम
हस्ताक्षर वर्तमान पुराने नाम के अनुसार

धर्म परिवर्तन

मैं डा. कामता राम सुपुत्र श्री बल्ली, अति प्रा. स्वा. केन्द्र रोहिन्दा, जैनपुर में चिकित्सा अधिकारी के पद पर कार्यरत एवं गा. व पो. सोना, तहसील सैदपुर, जिला गाजीपुर का निवासी एतद्वारा सत्यनिष्ठापूर्वक पण्डित एवं बोधना करता हूँ कि मैंने दिनांक 24-4-1994 से बौद्ध धर्म धारण कर लिया है और हिन्दू धर्म त्याग दिया है ।

प्रमाणित किया जाता है कि मैंने इस संबंध में अन्य आवश्यक कानूनी कार्यवाही पूरी कर ली है ।

डा. कामता राम
हस्ताक्षर

NOTICE

LOST

The undernoted Industrial Development Bank of India Bonds for an aggregate value of Rs. 27,00,000/- viz.

SR No.	Bond Series Details	Bond No.	Amount Rs.
1.	11% Bonds 2001 (42nd Series)	907	1,00,000
2.	-do-	908	1,00,000
3.	11.5% Bonds 2010 (58th Series)	357	10,00,000
4.	-do-	358	10,00,000
5.	-do-	359	5,00,000
Total			27,00,000

originally standing in the name of CONTAI CO-OPERATIVE BANK LTD. Registered and Head Office, Contai, Dist. Midnapore, West Bengal, by whom they were never endorsed to any other person, having stolen, no ice is hereby given that payment of the above Bonds and the interest thereupon has been stopped at the office of issue, and that application is about to be made for the issue of duplicates in favour of the bank. The public are cautioned against purchasing or otherwise dealing with the abovementioned bonds.

Name of the person notifying : CONTAI CO-OPERATIVE BANK LTD.

Registered Office : CONTAI, DIST. MIDNAPORE, WEST BENGAL.

Dated : 22nd May, 1995

Sd/- ILLEGIBLE

Secretary

Contai Co-operative Bank Ltd.

NOTICE

NO LEGAL RESPONSIBILITY IS ACCEPTED FOR THE PUBLICATION OF ADVERTISEMENTS/PUBLIC NOTICES IN THIS PART OF THE GAZETTE OF INDIA. PERSONS NOTIFYING THE ADVERTISEMENTS/PUBLIC NOTICES WILL REMAIN SOLELY RESPONSIBLE FOR THE LEGAL CONSEQUENCES AND ALSO FOR ANY OTHER MISREPRESENTATION ETC.

BY ORDER

Controller of Publication

CHANGE OF NAMES

I, hitherto known as BHAGWEN SAIN S/o Late Shri HAR PRASAD, employed as S/enographer, Indian Oil Corporation Ltd., World Trade Centre, Babar Road, New Delhi, residing at the H. No. T.25, Robin Cinema Street, Subzi Mandi, Delhi, have changed my name and shall hereafter be known as BHIM SAIN ANAND.

It is certified that I have complied with other legal requirements in this connection.

BHAGWEN SAIN

Signature (in existing old name)

I, hitherto known as ZOLBA GANPAT RAMTEKE S/o GANPAT RAMTEKE, employed as Welder/SK, in the Ordnance Factory Bhandara residing at the Petrol Pump, Jawaharnagar Bhandara, have changed my name and shall hereafter be known as JOGENDRA GANPAT RAMTEKE.

It is certified that I have complied with other legal requirements in this connection.

ZOLBA GANPAT RAMTEKE
Signature (in existing old name)

I, hitherto known as CHHATTAR SINGH MARAVI S/o Shri RAM NIRANJAN SINGH MARAVI, employed as Postal Assistant in the Office of the Post Master Shahdol in the Department of Posts India residing at Village Barbaspur Post Office Parsel, Teh. Dindori, Distt. Mandla (MP), have changed my name and shall hereafter be known as CHHATRASHAL SINGH RAGHUVANSHI.

It is certified that I have complied with other legal requirements in this connection.

CHHATTAR SINGH MARAVI
Signature (in existing old name)

I, hitherto known as N. MALAKONDIAH S/o Shri (Late) NARASIAH, employed as Lascar, Pass No. 2771 in the Air Force Station, Jalahalli West, Bangalore-15, residing at Star Building, Abbikere Main Road, Kammakondanahalli Village, Jalahalli West, Bangalore-560 015, have changed my name and shall hereafter be known as DWARSALA NAGAI AH.

It is certified that I have complied with other legal requirements in this connection.

N. MALAKONDIAH
Signature (in existing old name)

I, hitherto known as RAJESH KUMAR S/o Shri OM PRAKASH, employed as LDC in Income-tax department, Central Revenue Building New Delhi residing at W7-10, Naraina Village, New Delhi-28, have changed my name and shall hereafter be known as RAJESH KUMAR TANWAR.

It is certified that I have complied with other legal requirements in this connection.

RAJESH KUMAR
Signature (in existing old name)

I, hitherto known as CHUNKA PRASAD SONKAR S/o Late BABOO LAL SONKAR employed as Fitter 'B' Sheet Metal, MM Section, T. No. 5034 in the Gun Carriage Factory, Jabalpur (MP), residing at the House No. 193, Bharti-pur, in front of Paskari School Bad. Om. Jabalpur (MP), have changed my name and shall hereafter be known as CHANDRIKA PRASAD SONKAR.

It is certified that I have complied with other legal requirements in this connection.

CHUNKA PRASAD SONKAR
Signature (in existing old name)

AMENDMENT IN BYE-LAWS AND REGULATIONS OF THE U.P. STOCK EXCHANGE ASSOCIATION LTD., KANPUR

Amendments in the Bye-laws and the Regulations were adopted by the Board of Directors at their meeting held on 16-3-1994 by passing the following resolutions :—

- (1) "RESOLVED THAT between Chapter IV and V of the Bye-laws of this Exchange the Chapter IV-A be and is hereby inserted."

"RESOLVED FURTHER THAT the Chapter be and is hereby named CAPITAL ADEQUACY NORMS FOR MEMBERS."

"AND RESOLVED FURTHER THAT the following ing Bye-law be and is hereby added under Chapter 'Capital Adequacy Norms for members', namely—

Base Minimum Capital

69A. Irrespective of the volume of business every member shall maintain with the Exchange base minimum capital in the form of a deposit of rupees two lakhs or such other amount as may be prescribed by the Securities and Exchange Board of India or the Central Government from time to time. The security deposit kept by the member in the Exchange shall form part of the base minimum capital. Twenty five percent of the base minimum capital, or such other percentage as may be prescribed by the Securities and Exchange Board of India or the Central Government shall be maintained in cash with the Exchange. Another twenty five percent of the base minimum capital, or such other percentage as may be prescribed by the Securities and Exchange Board of India or the Central Government, shall remain in the form of long term fixed deposit of three years or more with a bank on which the Exchange shall be given a completely unencumbered and unconditional lien. The remaining fifty percent of the base minimum capital shall be maintained in the form of securities standing in the name of member. In evaluating the requirement of fifty percent of the base minimum capital to be maintained in the form of Securities the value of such securities shall be taken at thirty percent below their market value. The value of securities as herein mentioned shall be reviewed by the Exchange at least every two months keeping in view the market fluctuations. The Exchange can call for additional securities if necessary as a result of such review. The securities so deposited by member shall be pledged in favour of the Exchange. The member and the Exchange shall jointly apprise the companies concerned of the facts of such pledge."

(2) "RESOLVED THAT the existing Bye-law No. 219 be and is hereby substituted by the following:—

Contract Notes

219. The contract notes rendered by members to non-members shall state that the contract is subject to the Rules, Bye-laws, Regulations and usages of the Exchanges and subject to arbitration as provided in the Rules, Bye-laws and Regulations of the Exchange and subject to jurisdiction of the Courts in Kanpur. The Contract notes shall separately indicated brokerage and price of securities. The contract notes shall not contain any provision inconsistent with the Rules, Bye-laws and Regulations of the Exchange. The names of the partners or the sole proprietor of a firm shall be printed on the contract notes. The contract note shall bear the SEBI Registration Number of the member. The contract notes shall also be in such form as will provide that the words "Member of the Uttar Pradesh Stock Exchange Association Ltd., Kanpur shall immediately follow the signature."

REGULATIONS

"RESOLVED THAT the existing relevant columns in Form A prescribed in the Appendix B to the Regulation 14.2 be and are hereby substituted by the following:—

FORM A

Securities BOUGHT FOR				Securities SOLD FOR			
you for.....				you for.....			
Qty.	Kind of	Rate	Broke- Net	Qty.	Kind of	Rate	Broke- Net
	Security		rage		Security		rage

"RESOLVED FURTHER THAT the second explanatory sentence "Brokerage has been charged at rates not exceeding the official scale of brokerage and is included in the price" appended to Form A of the Appendix B to the Regulation 14.2 of the Regulations be and is hereby substituted by the sentence "Brokerage has been charged at rates not exceeding the official scale of brokerage."

(3) "RESOLVED THAT after Bye-law 225 a new Bye-law 225A be and is hereby inserted, namely—

Regulation of Transactions between Constituents and Brokers

225A Members shall keep the money of the constituents in a separate account and their own money in a separate account. No payment for transactions in which the Member is taking a position as a principal will be allowed to be made from the constituents account.

Members to keep Accounts

(a) Every member shall keep such books of accounts, as will be necessary, to show and distinguish in connection with his business as a member—

(i) Moneys received from or on account of and Moneys paid to or on account of each of his constituents and,

(ii) the moneys received and the moneys paid on Member's own account.

Obligation to pay money into "Constituents accounts"

(b) Every member who holds or receives money on account of a constituent shall forthwith pay such money to current or deposit account at bank to be kept in the name of the member in the title of which the word "Constituents" shall appear (hereinafter referred to as "Constituents account"). Member may keep one consolidated constituents account for all the constituents or accounts in the name of each constituent, as he thinks fit.

Provided that when a Member receives a cheque or draft representing in Part money belonging to the constituent and in part money due to the Member, he shall pay the whole of such cheque or draft into the constituents account and effect subsequent transfer as laid down below in para (d) (ii).

What moneys to be paid into "constituents account"

(c) No money shall be paid into constituents account other than—

(i) money held or received on account of constituents,

(ii) such money belonging to the Member as may be necessary for the purpose of opening or maintaining the account

(iii) money for replacement of any sum which may by mistake or accident have been drawn from the account in contravention of para (d) given below

(iv) a cheque or draft received by the Member representing in part money belonging to the constituents and in part money due to the Member.

What moneys to be withdrawn from "Constituents account"

(d) No money shall be drawn from constituents account other than—

(i) money properly required for payment to or on behalf of constituents or for or towards payment of a debt due to the Member from constituents or money drawn on constituent's authority, or money in respect of which there is a liability of constituents to the Member, provided that money so drawn shall not in any case exceed the total of the money so held for the time being for such each constituent.

(ii) such money belonging to the Member as may have been paid into the constituents account under para (c)(ii) or (c) (iv) given above;

(iii) money which may by mistake or accident have been paid into such account in contravention of para (c) above.

Right to lien, set-off etc., not affected.

(e) Nothing in the aforementioned paragraphs shall deprive a Member of any recourse or right, whether by way of lien, set off, counterclaim, charge or otherwise against moneys standing to the credit of constituent's account."

"RESOLVED THAT the existing Bye-law 228 of the Bye-law be and is hereby numbered (1) and the following paragraphs be and are hereby inserted, namely—

(2) It shall be compulsory for all Members to keep separate accounts for constituent's securities and to keep such books of accounts, as may be necessary, to distinguish such securities from his /their own securities. Such accounts for constituents securities shall, inter-alia, provide for the following :—

- (a) Securities received for sale or kept pending delivery in the market;
- (b) Securities fully paid for, pending delivery to constituents,
- (c) Securities received for transfer or sent for transfer by the Member, in the name of constituent or his nominee(s);
- (d) Securities that are fully paid for and are held in custody by the Member as security/margin etc. Proper authorization from constituent for the same shall be obtained by Member;
- (e) Fully paid for constituent's securities registered in the name of Member, if any, towards margin requirements etc;

(3) Members shall make payment to their constituents or deliver the securities purchased within two working days of pay-out unless the constituent has requested otherwise.

(4) Members shall buy securities on behalf of constituent only on receipt of margin of minimum 20 percent on the price of the securities proposed to be purchased, unless the constituent already has an equivalent credit with the broker. Member may not, if they so desire, collect such a margin from Financial Institutions, Mutual Funds and Foreign Institutional Investors (FIIs).

(5) Members shall sell securities on behalf of constituent only on receipt of a minimum margin of 20 per cent on the price of securities proposed to be sold, unless the member has received the securities to be sold with valid transfer documents to his satisfaction, prior to such sale. Members may not, if they so desire, collect such a margin from Financial Institutions, Mutual Funds and Foreign Institutional Investors (FIIs).

(6) Members shall issue the contract note for purchase/sale of securities to a constituent within 24 hours of the execution of the transaction.

(7) In case of purchase on behalf of constituents, members shall be at liberty to close out the transactions by selling the securities, in case the constituent fails to make the full payment to the Member for the execution of the contract within two days or contract note having been delivered or before pay-in day (as fixed by Stock Exchange for the concerned settlement period), whichever is earlier unless the constituent already has an equivalent credit with the Member. The loss incurred in this regard, if any, will be met from the margin money of that constituent.

(8) In case of sales on behalf of constituents, Members shall be at liberty to close out the contract by effecting purchases if the constituent fails to deliver the securities sold with valid transfer documents within 48 hours of the Contract note having been delivered or before delivery day (as fixed by Stock Exchange authorities for the concerned settlement period), whichever is earlier. Loss on the transaction, if any, will be deductible from the margin money of that constituent."

(4) "RESOLVED THAT in place of existing para (a) of Bye-law 248 the following be and is hereby substituted

(a) All claims, differences and disputes required to be referred to arbitration under these Bye-laws and Regulations shall be referred to the arbitration of two members of the Arbitration Committee one to be appointed by each party."

"RESOLVED THAT the existing Bye-law 261 be and is hereby substituted by the following, namely—

(a) The arbitrators and umpire appointed under these Bye-laws and Regulations shall in all cases at the time of appointment be members of the Arbitration Committee.

(b) The arbitrators and umpire so appointed shall continue to proceed with the arbitration and give their award notwithstanding that the Arbitration Committee has been re-constituted."

For the U.P. Stock Exchange Association Ltd.

Sd./- ILLEGIBLE
Executive Director

प्रबन्धक, भारत सरकार मद्रास, फरीदाबाद द्वारा मद्रित

एवं प्रकाशन नियंत्रक, दिल्ली द्वारा प्रकाशित, 1995

PRINTED BY THE MANAGER, GOVERNMENT OF INDIA PRESS, FARIDABAD,
AND PUBLISHED BY THE CONTROLLER OF PUBLICATIONS, DELHI, 1995